

AGREEMENT

This Agreement is executed this 7th of July 2023 at Makati City between:

SAN PABLO MANUFACTURING CORPORATION (SPMC) is a non-chartered government-owned and controlled corporations (GOCC) and one of the six (6) oil mill/refinery companies comprising the Coconut Industry Investment Fund-Oil Mills Group (CIIF-OMG) holding office at 16th Floor Securities and Exchange Commission Headquarters, 7907 Makati Avenue, Salcedo Village, Barangay Bel-Air, Makati City, represented here by its Acting President and Chief Executive Officer, CARLO LUIS P. RABAT, duly authorized for this purpose under Board Resolution ___, Series of ___ (copy of which is attached as Annex A), hereinafter referred to as SPMC;

-and-

PETRON CORPORATION (Petron), a corporation organized under Philippine laws with principal office address at San Miguel Avenue, Barangay Wack Wack, Mandaluyong City, represented here by VIRGILIO V. CENTENO, Vice President, Industrial Sales and LEON G. PAUSING II, Assistant Vice President, Commercial Sales, authorized for this purpose under Resolution No. ___, Series of ___ (copy of which is attached as Annex B), hereinafter referred to as "Petron".

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
3. In consideration of the sum of FOURTEEN MILLION NINE HUNDRED EIGHTY-SIX THOUSAND ONE HUNDRED THIRTY-TWO PESOS (Php 14,986,132.00) for Automotive Diesel Oil (Diesoline), inclusive of all government taxes, Petron agrees to deliver the said goods to SPMC in accordance with its Bid.
4. SPMC agrees to pay FOURTEEN MILLION NINE HUNDRED EIGHTY-SIX THOUSAND ONE HUNDRED THIRTY-TWO PESOS (Php 14,986,132.00).
5. This Agreement shall be subject to the review and approval of the Office of the Government Corporate Counsel. Any of its ensuing comments, recommendations, or directives shall form part of this Agreement.

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FUNDED DATE 7/7/23
 CMU *[Handwritten signature]*

IN WITNESS whereof, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

SAN PABLO MANUFACTURING CORPORATION

PETRON CORPORATION

By:

CARLO LUIS P. RABAT
Acting President and Chief Executive Officer

By:

VIRGILIO V. CENTENO
Vice President - Industrial Sales

LEON G. PAUSING II
Assistant Vice President-Commercial Sales

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of MAKATI CITY S. S.

BEFORE ME, a Notary Public, for and in the City of MAKATI CITY, this JUL 07 2023 day of _____, 20____, personally appeared:

Name	ID No.	Issued on/Issued at
CARLO LUIS P. RABAT	L02-86-029042	Valid Until: 17-Sep-2024
VIRGILIO V. CENTENO	P7704392A	Valid Until: 26-Jun-2028
LEON G. PAUSING II	P7503584A	Valid Until: 08-Jun-2028

known to me and to me known to be the same person(s) who executed the foregoing instrument and who acknowledged to me that the same is their free and voluntary act and deed, and that of the institutions respectively represented.

The foregoing instrument refers to an AGREEMENT consisting of two (2) pages, including the page in which this Acknowledgement is written, signed by the parties, including their instrumental witnesses on each and every page thereof and sealed with my notarial seal.

WITNESS MY HAND AND SEAL, on the date and place above written.

ATTY. JOEL FERRER FLORES
NOTARY PUBLIC FOR MAKATI CITY
UNTIL DECEMBER 31, 2023 (2023-2024)
APPOINTMENT NO. M-115.
ROLL NO. 77376

NOTICE OF COMPLIANCE NO. 0001393, Jan. 03, 2023 Until Apr. 14, 2028
PTR NO. 9563564 / JAN.03.2023/MAKATI CITY
IBP NO. 261994 / JAN.03,2023 / PASIG CITY
1107 D BATAAN ST., GUADALUPE NUEVO, MAKATI CITY

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